

4. Accordingly, the parties hereto and their counsel agree that the following terms and conditions shall govern the use of such information provided to [the party] by [BOC] in the context of this proceeding:

5. For purposes of this agreement, "competitively sensitive information" means commercial information or trade secrets, within the meaning of 5 U.S.C. Sec. 552(b), which the Bureau Ordered withheld from public inspection in the *SCIS In Camera Order* released by the Common Carrier Bureau of the Federal Communications Commission on December 23, 1991.

6. Competitively sensitive information disclosed to [the party] under the terms of this Order in the form of the SCIS model software and operating manuals, shall be segregated from material deemed non-competitively sensitive by the Bureau Orders.

7. Competitively sensitive information may be disclosed:

(a) to [the party], its associated attorneys, paralegals and clerical staff, employed in the ONA tariff investigation.

(b) to any person requested by [the party] to furnish technical or other expert services, or otherwise to prepare material for the ONA investigation, except that disclosure to [the party's] personnel in a position to use the information for competitive, commercial or business purposes shall be limited to the minimum extent disclosure is needed by [the party] to obtain analysis and management guidelines for the ONA tariff investigation.

8. Notwithstanding paragraph 7 of this agreement, disclosure of competitively sensitive information shall be limited to one attorney and two cost accounting experts designated by [the party].

9. Furthermore, disclosure of confidential information shall be limited to persons who sign the Access Agreement, *infra*, stating that they have read this agreement and consent to be bound by its terms.

10. The documents and computer disks which are subject to this agreement shall be appropriately marked "designated competitively sensitive material of [BOC]." In the event any additional designated material is provided to signatories pursuant to this agreement it shall be similarly identified in supplemental attachments.

11. Any competitively sensitive information produced, revealed, or disclosed to counsel by [BOC] in this proceeding shall be used exclusively for purposes of participating in this proceeding, including any appeals, and shall not otherwise be used or disclosed for any other purpose. The limitation on the use or disclosure of any competitively sensitive information disclosed during this proceeding shall be construed to prohibit disclosure of the competitively sensitive information and to prohibit making decisions, participating in any decision-making processes, or rendering advice, legal or otherwise, wherein any information or knowledge derived from said competitively sensitive information is utilized in any manner other than for purposes of this proceeding.

12. [The party] may, in any pleading it files in the ONA tariff investigation, reference the competitively sensitive information disclosed under this agreement, but only if it complies with the following procedures:

(a) Any portions of the pleading which contain competitively sensitive information are physically segregated from the remainder of the pleading;

(b) the portions containing competitively sensitive information are covered by a separate letter referencing this protective agreement;

(c) each page of the filing which contains competitively sensitive information subject to this agreement is clearly marked "competitively sensitive pursuant to protective agreement entered \_\_\_\_\_ [date];" and

(d) the competitively sensitive portion of the pleading shall be served only upon the Commission and the BOC named in this agreement, unless the Bureau directs otherwise.

13. Disclosure of materials described herein shall not be deemed a waiver by [BOC] in any other proceeding, agency or court, of any privilege or entitlement to competitively sensitive treatment which could be raised. [The party] by viewing said documents:

(a) agrees not to assert any such waiver;

(b) agrees not to use information derived from any competitively sensitive materials to seek disclosure in any proceeding other than the ONA tariff investigation; and

(c) agrees that accidental disclosure of privileged information shall not be deemed a waiver of the privilege.

14. In the event that any competitively sensitive material is released or otherwise becomes publicly available other than as a result of a violation of this Agreement, or by other unlawful means, the nondisclosure provisions of this Agreement shall cease with respect to such competitively sensitive material but shall remain in full force and effect as to the competitively sensitive material not released or made publicly available.

15. Counsel may request the Commission to make a copy of competitively sensitive information (to which counsel must acknowledge receipt pursuant to this agreement), and counsel may thereafter make additional copies but only to the extent required and solely for preparation and use in the ONA tariff investigation, and provide further, that all such copies shall remain in the possession and custody of counsel at all times. Counsel shall make no further copies of any competitively sensitive information or portions thereof but shall return to the Commission immediately after the final decision in the ONA tariff investigation (including any administrative or judicial review thereof) all competitively sensitive information originally provided by the Commission as well as copies made, and shall certify that no quotes or extracts from such competitively sensitive information have been retained by any person having access.

16. Upon conclusion of the ONA tariff investigation including any appeals that may be taken, the designated material, other than the designated material which has been made part of the formal record in this case, in accordance with paragraph 12 hereof, shall be returned [to BOC], or shall be destroyed pursuant to written permission obtained from [BOC]. Upon conclusion of this proceeding, notes, memoranda or other written materials of any kind containing competitively sensitive or proprietary

Exhibit 1  
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Sensitive Information disclosed to the Tariff Division pursuant to [Commission Rules] to you for the exclusive purpose of your fulfilling your contractual obligations to [[Bellcore or US West]].{ } Any competitively sensitive information which may have been previously provided to you by the Tariff Division relating to your review of (carrier's) models under Commission Rules shall be subject to this Agreement.

3. You shall not disclose or divulge Competitively Sensitive Information to any unauthorized person without the prior written approval of (carrier).

4. Any of your agents, employees or consultants to whom (carrier) authorizes the disclosure of Competitively Sensitive Information shall agree to use such information exclusively as provided by this Agreement. Prior to the disclosure of such Competitively Sensitive Information to any such agent, consultant or employee, you shall: (a) give (carrier) prior notice of the identity and affiliation of any such person; (b) require any such person to read and sign an agreement in the form of Exhibit C which is attached hereto, agreeing to abide by the terms of this Agreement; and, (c) deliver to (carrier) a copy of such agreement. All persons receiving access to Competitively Sensitive Information shall treat it as competitively sensitive and shall not disclose it nor afford access to it to any other person not authorized by this Agreement to obtain said information nor shall such information be used in any other manner or for any other purpose other than as provided in this Agreement. No copies shall be made of any Competitively Sensitive Information or any part thereof without the prior written consent of (carrier). Upon conclusion of the review of (carrier's) models pursuant to [Commission Rules], all copies of Competitively Sensitive Information provided to you shall be returned to the Tariff Division.

5. If you dispute the designation of Competitively Sensitive Information as competitively sensitive and such dispute cannot be settled by discussions between (carrier), the Tariff Division, and you, the party challenging the designation of the information as competitively sensitive may seek review by the FCC and shall have the burden of proving that the information is not competitively sensitive. Pending resolution of the dispute by the FCC, the parties agree to be bound by this Agreement.

6. This Agreement shall not apply to information which (a) was previously known to you free of any obligation to keep such information confidential; (b) is disclosed to third parties by (carrier) without restriction; or (c) becomes otherwise publicly available by other than unauthorized disclosure.

7. Any notices required under this Agreement to be sent to (carrier) shall be sent by certified mail to:

8. This Agreement shall be governed in accordance with the laws of [the District of Columbia].

ACKNOWLEDGED AND AGREED TO:

Name \_\_\_\_\_

Date \_\_\_\_\_

# Access Agreement (for Attachment C)

## "AGREEMENT FOR ACCESS TO (CARRIER'S) PROPRIETARY AND CONFIDENTIAL INFORMATION"

I, \_\_\_\_\_, an \_\_\_\_\_, an

Name \_\_\_\_\_ Title \_\_\_\_\_  
employee, officer, director, shareholder, agent, consultant, [circle the appropriate response] of

\_\_\_\_\_, located

at \_\_\_\_\_,

Name of Firm \_\_\_\_\_

hereby acknowledge that I have received and read the letter agreement between (carrier) and (independent auditor) regarding Competitively Sensitive Information as defined therein provided by (carrier) and/or the Tariff Division for purposes of reviewing certain computer models under [Commission Rules]. I understand and agree to be bound by all the terms of said letter agreement. I further state that neither I nor any firm with which I am affiliated will use any Competitively Sensitive Information to which I obtain access for any purpose except as expressly provided therein.

Dated:

Signature \_\_\_\_\_  
business Address \_\_\_\_\_  
Business Telephone \_\_\_\_\_

AGREEMENT REGARDING SERVICE COSTING PROPRIETARY INFORMATION

U S WEST Communications, Inc., hereinafter "USWC", a Colorado corporation with an office at 1801 California Street in Denver, Colorado and Northern Telecom Inc., hereinafter "NTI", a Delaware corporation with an office at 4001 E. Chapel Hill Nelson Highway, Research Triangle Park, North Carolina, hereby agree as follows:

WHEREAS USWC wishes to receive information concerning NTI's DMS-10 Family and DMS-100 Family switches, hereinafter "SWITCHES", for use in developing switching costs models; and

WHEREAS, NTI wishes to provide the above referenced information to USWC in a manner which protects the confidentiality of that information and assures that such information will not be revealed to others;

NOW THEREFORE, the parties agree as follows:

1. Information regarding the SWITCHES that NTI provides USWC pursuant to this Agreement may be used by USWC for the purpose of developing models which estimate the cost of services which can be provided with the SWITCHES, provided that such models may only be used by USWC to support pricing studies including the tariffing by state and/or federal regulatory agencies with jurisdiction over USWC of services provided by SWITCHES purchased by USWC from NTI; and provided that the information can not be used in connection with the procurement of switches. In no event may any such information provided by NTI or any models developed by USWC as a result of the use of such information be disclosed by USWC to any third party, except that such models may be disclosed to appropriate state and/or federal regulatory agencies as described above.
2. All information provided by NTI to USWC pursuant to Paragraph 1, hereinafter "INFORMATION", shall be used by USWC in accordance with the terms of this Agreement. USWC shall hold such INFORMATION in confidence, shall use such INFORMATION only for the purposes set forth in Paragraph 1 herein, shall reproduce such INFORMATION only to the extent necessary for such purpose, shall restrict disclosure of such INFORMATION to the employees of USWC with a need to know in connection with such purpose (and shall advise such employees of the obligations assumed herein), and shall not disclose such INFORMATION to any third party without the prior written approval of NTI except as discussed in Paragraph 5 below.

USWC shall not be liable for the inadvertent or accidental disclosure of INFORMATION, if such disclosure occurs despite the exercise of a reasonable degree of care which is at least as great as the care USWC takes to preserve its own proprietary information of a similar nature.

These restrictions on the use or disclosure of INFORMATION shall not apply to any INFORMATION:

- i. which is independently developed by USWC or lawfully received free of restriction from another source having the right to so furnish such INFORMATION; or
  - ii. after it has become generally available to the public without breach of this Agreement by USWC or
  - iii. which at the time of disclosure to USWC is known to USWC free of restriction; or
  - iv. which NTI agrees in writing is free of such restrictions.
3. INFORMATION shall be subject to the restrictions of Paragraph 2 if it is in writing or other tangible form, only if it is clearly marked as proprietary when disclosed to USWC or, if not in tangible form, only if summarized in writing, so marked and delivered to USWC within thirty (30) calendar days of such disclosure.
  4. All INFORMATION shall remain the property of NTI and shall be returned to NTI upon written request or upon termination of this Agreement.
  5. USWC agrees to notify NTI of any INFORMATION that is requested by a court, regulatory commission, or other government body prior to complying with such request, and to cooperate with NTI in obtaining adequate protective orders from the appropriate court, regulatory commission, or other governmental body. Compliance with such request will not be considered a violation of the restrictions set forth in Paragraph 2 above. Furthermore, it is the responsibility of NTI to obtain protective orders should it decide such an order is required.
  6. No license to USWC under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of INFORMATION to USWC. None of the INFORMATION which may be disclosed by NTI shall constitute any representation, warranty, assurance, guarantee or inducement by NTI of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property right, or other rights of third parties.
  7. Provided that USWC can legally do so, USWC shall have the right to license third parties to use its switching cost model software in a manner consistent with Paragraph 2 herein. USWC will require that each approved third party enter into a non-disclosure agreement with requirements similar to this Agreement, and USWC shall provide a copy of such agreement to NTI. USWC shall defend NTI against any claim, cause of action, litigation or other proceeding involving NTI and arising out of any such license and indemnify NTI with respect to all loss, cost, damage, expense or inability arising therefrom.
  8. USWC agrees that all of its obligations undertaken herein shall survive and continue after any termination of this Agreement for a period of three(3) years.

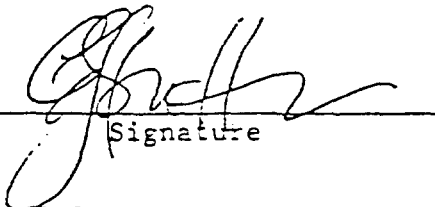
9. This Agreement shall be effective upon its execution by the authorized representatives of both parties and shall continue for a period of five (5) years or until sooner terminated by either party upon at least two (2) months prior written notice to each other. In no event shall either party be liable for any consequential damages of any nature whatsoever as a result of a breach of this agreement by that party.
10. This Agreement constitutes the entire understanding between the parties hereto as to the subject matter hereof and merges all prior discussions between them relating thereto. The Agreement Regarding Service Costing Proprietary Information among NTL, Mountain States Telephone and Telegraph Company, Pacific Northwest Bell Telephone Company and Northwestern Bell Telephone Company which was executed in 1987 shall be terminated as of the date of execution of this Agreement.
11. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
12. This Agreement shall be governed by the law of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

NORTHERN TELECOM INC.

U S WEST COMMUNICATIONS, INC.

By:

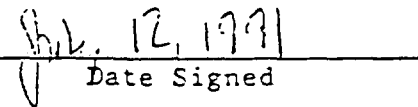
  
Signature

G.J. Butters

Name Typed

Executive V.P., Public Networks  
Marketing Sales & Service

Title

  
Date Signed

By:

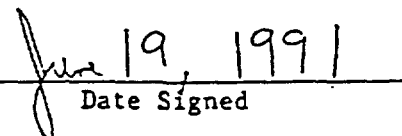
  
Signature

Robert M. Bowman

Name Typed

Cost Director

Title

  
Date Signed

AGREEMENT REGARDING SERVICE COSTING PROPRIETARY INFORMATION

U S WEST Communications, Inc., hereinafter "USWC", a Colorado corporation with an office at 1801 California Street in Denver, Colorado and Ericsson Network Systems, hereinafter "Ericsson" a Texas corporation with an office at 730 International Parkway, Richardson, Texas, hereby agree as follows:

WHEREAS USWC wishes to receive pricing and technical information, as mutually agreed, concerning Ericsson's AXE switches, hereinafter "SWITCHES", for use in developing switching costs models; and

WHEREAS, Ericsson wishes to provide the above referenced information to USWC in a manner which protects the confidentiality of that information and assures that such information will not be revealed to others;

NOW THEREFORE, the parties agree as follows:

1. Information regarding the SWITCHES that Ericsson provides USWC pursuant to this Agreement may be used by USWC for the purpose of developing models which estimate the cost of services which can be provided with the SWITCHES. These models are intended to be used by USWC to estimate costs for internal analyses and decision making and for filings with federal and/or state regulatory agencies with jurisdiction over USWC.
2. All information provided by Ericsson to USWC pursuant to Paragraph 1, hereinafter "INFORMATION", shall be used by USWC in accordance with the terms of this Agreement. USWC shall hold such INFORMATION in confidence, shall use such INFORMATION only for the purposes set forth in Paragraph 1 herein, shall reproduce such INFORMATION only to the extent necessary for such purpose, shall restrict disclosure of such INFORMATION to the employees of USWC with a need to know in connection with such purpose (and shall advise such employees of the obligations assumed herein), and shall not disclose such INFORMATION to any third party without the prior written approval of Ericsson except as discussed in Paragraph 5 below.

USWC shall not be liable for the inadvertent or accidental disclosure of INFORMATION, if such disclosure occurs despite the exercise of a reasonable degree of care which is at least as great as the care USWC takes to preserve its own proprietary information of a similar nature.

These restrictions on the use or disclosure of INFORMATION shall not apply to any INFORMATION:

- i. which is independently developed by USWC or lawfully received free of restriction from another source having the right to so furnish such INFORMATION; or
- ii. after it has become generally available to the public without breach of this Agreement by USWC or

- iii. which at the time of disclosure to USWC is known to USWC free of restriction; or
  - iv. which Ericsson agrees in writing is free of such restrictions.
3. INFORMATION shall be subject to the restrictions of Paragraph 2 if it is in writing or other tangible form, only if it is clearly marked as proprietary when disclosed to USWC or, if not in tangible form, only if summarized in writing, so marked and delivered to USWC within thirty (30) calendar days of such disclosure.
  4. All INFORMATION shall remain the property of Ericsson and shall be returned to Ericsson upon written request or upon termination of this Agreement.
  5. USWC agrees to notify Ericsson of any INFORMATION that is requested by a court, regulatory commission, or other government body prior to complying with such request, and to cooperate with Ericsson in obtaining adequate protective orders from the appropriate court, regulatory commission, or other governmental body. Compliance with such request will not be considered a violation of the restrictions set forth in Paragraph 2 above. Furthermore, it is the responsibility of Ericsson to obtain protective orders should it decide such an order is required.
  6. No license to USWC under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of INFORMATION to USWC. None of the INFORMATION which may be disclosed by Ericsson shall constitute any representation, warranty, assurance, guarantee or inducement by Ericsson of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property right, or other rights of third parties.
  7. Provided that USWC can legally do so, USWC shall have the right to license third parties to use its switching cost model software in a manner consistent with Paragraph 2 herein. USWC will require that each approved third party enter into a non-disclosure agreement with requirements similar to this Agreement, and USWC shall provide a copy of such agreement to Ericsson. USWC shall defend Ericsson against any claim, cause of action, litigation or other proceeding involving Ericsson and arising out of any such license and indemnify Ericsson with respect to all loss, cost, damage, expense or inability arising therefrom.
  8. USWC agrees that all of its obligations undertaken herein shall survive and continue after any termination of this Agreement for a period of five (5) years.



9. This Agreement shall be effective upon its execution by the authorized representatives of both parties and shall continue for a period of five (5) years or until sooner terminated by either party upon at least two (2) months prior written notice to each other. In no event shall either party be liable for any consequential damages of any nature whatsoever as a result of a breach of this agreement by that party.
10. This Agreement constitutes the entire understanding between the parties hereto as to the subject matter hereof and merges all prior discussions between them relating thereto. The Agreement Regarding Service Costing Proprietary Information among Ericsson, Mountain States Telephone and Telegraph Company, Pacific Northwest Bell Telephone Company and Northwestern Bell Telephone Company which was executed in 1987 shall be terminated as of the date of execution of this Agreement.
11. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
12. This Agreement shall be governed by the law of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.


Ericsson Network Systems

U S WEST COMMUNICATIONS, INC.

By:

  
Signature

By:

  
Signature

Douglas C. Smith  
Name Typed

Robert M. Bowman  
Name Typed

Regional Manager, Sales  
Title

Cost Director  
Title

8/15/91  
Date Signed

8/6/91  
Date Signed

**AGREEMENT REGARDING SERVICE COSTING PROPRIETARY INFORMATION**

U S WEST Communications, Inc., hereinafter "USWC", a Colorado corporation with an office at 1401 California Street in Denver, Colorado and American Telephone and Telegraph Company, hereinafter "AT&T", a New York corporation with an office at 7978 E. Tufts Avenue, Denver, Colorado 80237 hereby agree as follows:

WHEREAS USWC wishes to receive information concerning AT&T's 1ESS™ Switch, 1A ESS™ Switch, 2B ESS™ Switch and 5ESS™ Switch, hereinafter "SWITCHES", for use in developing switching cost models; and WHEREAS, AT&T agrees to provide the above referenced information to USWC in a manner which protects the confidentiality of that information and assures that such information will not be revealed to others;

NOW THEREFORE, the parties agree as follows:

1. Information regarding the SWITCHES that AT&T provides USWC pursuant to this Agreement may be used by USWC for the purpose of developing models which estimate the cost of services which can be provided with these SWITCHES. These models are intended to be used by USWC to estimate costs for internal analyses and decision making and for filings with federal and/or state regulatory agencies with jurisdiction over USWC.
2. All information provided by AT&T to USWC pursuant to Paragraph 1, hereinafter "INFORMATION", shall be used by USWC in accordance with the terms of this Agreement. USWC shall hold such INFORMATION in confidence, shall use such INFORMATION only for the purposes set forth in Paragraph 1 herein, shall reproduce such INFORMATION only to the extent necessary for such purposes, shall restrict disclosure of such INFORMATION to the employees of USWC with a need to know in connection with such purposes (and shall advise such employees of the obligations assumed herein), and shall not disclose such INFORMATION to any third party without the prior written approval of AT&T except as discussed in Paragraph 5 below.

USWC shall not be liable for the inadvertent or accidental disclosure of INFORMATION, if such disclosure occurs despite the exercise of a reasonable degree of care which is at least as great as the care USWC takes to preserve its own proprietary information of a similar nature.

These restrictions on the use or disclosure of INFORMATION shall not apply to any INFORMATION:

- I. which is independently developed by USWC or lawfully received free of restriction from another source having the right to so furnish such INFORMATION; or
- II. after it has become generally available to the public without breach of this Agreement by USWC or
- III. which at the time of disclosure to USWC is known to USWC free of restriction and evidenced by documentation; or
- IV. which AT&T agrees in writing is free of such restrictions.

AT&T PROPRIETARY

Exhibit B  
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3. INFORMATION shall be subject to the restrictions of Paragraph 2 if it is in writing or other tangible form, only if it is clearly marked as proprietary when disclosed to USWC or, if not in tangible form, only if summarized in writing, so marked and delivered to USWC within thirty (30) calendar days of such disclosure.
4. All INFORMATION shall remain the property of AT&T and shall be returned to AT&T upon written request or upon termination of this Agreement.
5. USWC agrees to notify AT&T in writing of any INFORMATION that is requested by a court, regulatory commission, or other government body prior to complying with such request, and to cooperate with AT&T in obtaining adequate protective orders from the appropriate court, regulatory commission, or other governmental body. Compliance with such request will not be considered a violation of the restrictions set forth in Paragraph 2 above. Furthermore, it is the responsibility of AT&T to obtain protective orders should it decide such an order is required.
6. No license to USWC under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of INFORMATION to USWC. None of the INFORMATION which may be disclosed by AT&T shall constitute any representation, warranty, assurance, guarantee or inducement by AT&T of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property right, or other rights of third parties.
7. Subject to AT&T's approval and provided that USWC can legally do so, USWC shall have the right to license third parties to use its switching cost model software in a manner consistent with Paragraph 2 herein. USWC will require that each approved third party enter into a non-disclosure agreement with requirements similar to this Agreement, and USWC shall provide a copy of such agreement to AT&T. USWC shall defend AT&T against any claim, cause of action, litigation or other proceeding involving AT&T and arising out of any such license and indemnify AT&T with respect to all loss, cost, damage, expense or inability arising therefrom.
8. USWC agrees that all of its obligations undertaken herein shall survive and continue after any termination of this Agreement.
9. This Agreement shall be effective upon its execution by the authorized representatives of both parties and shall continue for a period of five (5) years or until sooner terminated by either party upon at least two (2) months prior written notice to the other. In no event shall either party be liable for any consequential damages of any nature whatsoever as a result of a breach of this agreement.
10. AT&T and its affiliates shall not be liable for any claim by USWC or any 3rd party on account of or arising from the use by USWC of the INFORMATION.
11. This Agreement constitutes the entire understanding between the parties hereto as to the subject matter hereof and merges all prior discussions between them relating thereto. The Agreement Regarding Service Costing Proprietary Information between AT&T and Mountain States Telephone and Telegraph Company, which was executed in August, 1986, shall be terminated as of the date of execution of this agreement.
12. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

13. This Agreement shall be governed by the law of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY

Signature: 

Name Typed: D. R. ZITEK

Title: Regional Vice President

Date Signed: 1/3/92

U S WEST COMMUNICATIONS, INC.

Signature: 

Name Typed: R. M. BOWMAN

Title: Director - Cost Director

Date Signed: 1/9/92

APPROVED AS TO  
LEGAL FORM:

DATE:   
1/9/92

CERTIFICATE OF MAILING

UM 351

I hereby certify that on the 17th day of December, 1992,  
I served a copy of U S WEST COMMUNICATION'S MOTION FOR  
ADDITIONAL PROTECTION, on the following individuals, by  
depositing said copies in the United States Mail with postage  
thereon prepaid:

Robert R. Hollis  
Attorney at Law  
520 S. W. Yamhill, Suite 400  
Portland, OR 97204

Beth-Karan Kaye  
Preston Thorgrimson et al  
Attorneys at Law  
111 S. W. 5th Av, Ste 3200  
Portland, OR 97204-3635

Mark P. Trincherro  
Davis Wright Tremaine  
Attorneys at Law  
222 SW Columbia, Suite 1800  
Portland, OR 97201-5682

Mike Sheehan  
Fisher Sheehan Colton  
33126 Callahan Road  
Scappoose, OR 97056

Gary Bauer  
Oregon Independent Telephone  
Association  
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1011 Commercial St. N.E.  
Salem, OR 97301

Joan Gage  
GTE Northwest  
P. O. Box 1003  
Everett, WA 98206-1003

W. Benny Won  
Keith Kutler  
Assistant Attorney General  
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Salem, OR 97310

Gregory Ludvigsen  
Enhanced Telemanagement, Inc.  
706 Second Ave S., Suite 500  
Minneapolis, MN 55402-3003

Patrick Hickey  
AT&T Communications of the  
Pacific Northwest, Inc.  
Suite 1040  
121 S. W. Morrison St.  
Portland, OR 97204-3140

William Levis  
Art Butler  
MCI Telecommunications Corp.  
707 - 17th St., Ste 4200  
Denver, CO 80202

Daniel M. Waggoner  
Bruce Easter  
Davis, Wright & Jones  
2600 Century Square  
1501 Fourth Ave.  
Seattle, WA 98101-1688

Charlie Columbus  
Shared Communications  
Services  
P. O. Box 12039  
Salem, OR 97309-0039

1 Daniel Meek  
2 Attorney at Law  
3 1935 N. E. Clackamas Street  
4 Portland, OR 97232

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Electric Lightwave, Inc.  
1035 Placer St.  
Redding, CA 96049

3 William C. Campbell  
4 Ater Wynne et al  
5 222 S.W. Columbia, Ste 1800  
6 Portland, OR 97201

Jerilyn Coleman  
Portland General Electric  
121 S.W. Salmon St.  
Portland, OR 97204

5 Michael Morgan  
6 Tonkon Torp Galen et al  
7 888 S.W. 5th Ave, Ste 1600  
8 Portland, OR 97204-2099

J. Rion Bourgeois  
CUB & CWA  
721 S.W. Oak  
Portland, OR 97205

8 Ken Burchett  
9 GVNW  
10 P. O. Box 230399  
11 Portland, OR 97281-0399

Paul A. Graham  
Department of Justice  
100 Justice Building  
Salem, OR 97310-0560

10 McCaw Cellular Communications  
11 5400 Carillon Point  
12 Kirkland, WA 98033

Leigh Fulwood  
GTE-NW  
1800 - 41st St.  
Everett, WA 98206

13 Timothy Williamson  
14 GTE-Northwest inc.  
15 P. O. Box 1003  
16 Everett, WA 98206-1003

Earl C. Kamsky  
Electric Lightwave Inc.  
8100 N.E. Parkway Dr., Ste 200  
Vancouver, WA 98662

15 Susan McAdams  
16 Electric Lightwave Inc.  
17 8100 N.E. Parkway Dr, Ste 200  
18 Vancouver, WA 98662

Brian Thomas  
Pacific Telecom Inc.  
P. O. Box 9901  
Vancouver, WA 98668-9901

18 Deborah Johnson Harwood  
19 PTI Communications  
20 P. O. Box 9901  
21 Vancouver, WA 98668-9901

20 DATED this 17th day of December, 1992.

21  
22  
23 By: 

Charles L. Best  
Of Attorneys for U S WEST  
Communications, Inc.